

SECONDARY AGREEMENT

BETWEEN

THE DEPARTMENT OF LABOR AND ECONOMIC GROWTH

and

The Michigan State Employees Association

For Employees in the

Labor & Trades

and

Safety and Regulatory Units

Effective upon approval by the Civil Service Commission through December 31, 2007

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ARTICLE 4

SECTION C BULLETIN BOARDS

Locations of new bulletin boards for the Michigan State Employees Association (MSEA) may be requested, by the work site designee, steward, and/or Department of Labor and Economic Growth Chief Spokesperson to the appropriate Departmental representative. MSEA would be allowed to identify the bulletin board by placing its name on the board.

SECTION G TELEPHONE DIRECTORY

The Department of Labor and Economic Growth utilizes the State of Michigan telephone directory. Should the Department develop its own directory, the telephone number of the MSEA Central Office shall be included.

SECTION H OFFICE SPACE

The Department agrees that when suitable space is available at the Michigan Career and Technical Institute, it will be made available to MSEA. Local management and the MSEA Spokesperson or a person duly designated by MSEA shall mutually agree on the location.

Office space provided to MSEA is for the activities of both units represented by MSEA.

Offices will be accessible during the usual hours that the building is open. Arrangements may be made with local management for access at other times.

The MSEA local is directly responsible for the telephone installation. Installation shall be coordinated with the appropriate administrative office.

SECTION I ACCESS TO PREMISES

Upon arrival at the work location, the MSEA representative will notify the local Departmental representative of his/her arrival and identify himself/herself as a representative of MSEA. Departmental representative will call the employee from his/her work station and provide a meeting place for employee and the MSEA representative.

SECTION J MSEA PRESENTATION

Any new exclusively represented employee shall, within five (5) working days of being hired, be allowed introduction to the local MSEA representative. Within thirty (30)

1 calendar days of MSEA's notification, an MSEA representative shall be allowed a thirty
2 (30) minute presentation to explain to new exclusively represented employees MSEA's
3 rights and obligations as an exclusive representative. A total of thirty (30) minutes shall
4 be allowed if and when the introduction and presentation occur concurrently. Up to
5 thirty (30) minutes of travel time is permissible.
6
7

8 **ARTICLE 7**

9 **SECTION B MSEA OFFICERS**

10
11
12 Departmental employees who are duly elected or appointed members of MSEA's Board
13 of Directors, Executive Council Members and Departmental Caucus Spokespersons,
14 shall furnish their immediate supervisor with written notification of their intent to attend
15 scheduled board meetings at least two (2) work days before the start of the pay period
16 in which the leave is to be used, or two (2) work days in advance of the date that work
17 schedules must be established, in accordance with Article 14, Section D, of this
18 Agreement.
19
20

21 **ARTICLE 12**

22 **SECTION A 2 SEASONAL LAYOFF AND RECALL PROCEDURES**

23
24
25
26
27 Should seasonal employees be used by the Department at some time in the future, the
28 following layoff and recall procedures will be used:
29

30 When the employer determines that a seasonal employee will not be able to be returned
31 from seasonal layoff, the least senior seasonal employee in the class statewide shall be
32 laid off. A reduction in force during a season shall also be considered a layoff.
33

34 The seasonal employee upon seasonal layoff shall retain full job retention rights, by
35 division, at the work location.
36

37 **Return from seasonal layoff:**

38
39 Return of seasonal employees from seasonal layoff shall be offered in seniority order,
40 i.e., the most senior seasonal employee in the class at the work location shall be offered
41 return from seasonal layoff first.
42
43
44
45

1 **LABOR & TRADES AND SAFETY & REGULATORY UNITS**

2
3 **ARTICLE 12**

4
5 **SECTION C LAYOFF AND RECALL PROCEDURES**

6
7 The Primary Layoff Units are defined as the bureaus and offices, which have bureau
8 status, as indicated on the current Department Organizational Chart.

9
10 Each of the above is a separate primary layoff unit.

11
12 Newly established bureaus shall each be a separate primary layoff unit.

13
14 The Secondary Layoff Unit is defined as statewide within the entire Department.

15
16 Employees affected by layoff shall either accept layoff or bump the least senior position
17 in the following sequence:

- 18
19 1) County of their assignment within the primary layoff unit
20
21 2) Statewide within the primary layoff unit
22
23 3) Statewide within the secondary layoff unit
24

25 For the purpose of this article, Ingham and Eaton will be considered one county of
26 assignment.

27
28
29 **SECTION D BUMPING BETWEEN EMPLOYMENT TYPES**

30
31 Employees shall exercise bumping rights under the provisions of this article only as
32 indicated below:

- 33
34 1. A. Full time employees first replace less senior full time employees.
35
36 B. The least senior full time employees are then given the option of replacing
37 less senior part-time employees or accepting layoff; then of replacing less
38 senior permanent-intermittent employees or of accepting layoff.
39
40 2. A. Part-time employees first replace less senior part-time employees.
41
42 B. The least senior part-time employees are then given the option of
43 replacing less senior permanent-intermittent employees or of accepting
44 layoff; then of replacing less senior full time employees or of accepting
45 layoff.
46

1 **SECTION A 9** **ASSIGNMENT AND TRANSFER -- WORK SITE**

2
3 For purposes of this Article, each of the following shall be considered a separate work
4 site:

- 5
6 1) A building within a work location;
7
8 2) In metro-Lansing area, the various administrative office locations for the
9 Department of Labor and Economic Growth shall be considered as a single
10 work site;
11
12 3) For those employees not assigned to a building within a work location, the
13 employee's work site shall be the city or town in which the employee has
14 his/her office or the city or town nearest to the area where the majority of
15 his/her work is performed; or such other city, town or area as may be
16 designated by the agency head.
17
18

19 **SECTION C 1** **NEW WORK SITE OR WORK LOCATION NOTICE**

20
21 A DLEG Bureau will provide MSEA employees with a notice advising MSEA employees
22 of a new work site or work location prior to the general posting for recruitment of
23 applicants for vacant positions. Notice will be provided no later than the tenth of the
24 month, to allow employees time to submit a transfer request in accordance with Article
25 13 C1 of the primary agreement. Positions will not be posted until the first of the
26 following month.
27
28

29 **ARTICLE 14**

30
31 **SECTION D** **WORK SCHEDULES**

32
33 In a bureau or a facility where multiple shifts and multiple start times are available, the
34 shift and start times will be assigned by the bidding process and filled on the basis of
35 seniority. The bidding process will apply to a newly created or vacant positions. In the
36 event no employee bids for a particular shift or start time, management will assign the
37 least senior qualified employee.
38
39

40 **SECTION E** **MEAL PERIODS**

41
42 The parties agree that field employees will take a 30 or 60-minute meal period near the
43 midpoint of the day. The employee may elect to take a 30 or 60-minute meal period
44 based on work requirements. Both parties agree that the meal period may be extended
45 to 60 minutes by the Department for operational needs, i.e. conferences, training,
46 meetings, office coverage etc.

SECTION G WASH-UP TIME

All MSEA represented employees in the Department shall be allowed five (5) minutes before lunch and five (5) minutes at the end of the work day, to wash-up and prepare for lunch or to go home. Certain classifications from time to time may require longer periods of time to clean up due to their particular task such as painters, automotive mechanics, laborers, etc. This provision shall in no way limit the supervisor's ability to allow for a longer clean-up period on a case-by-case basis using reasonable discretion.

Clean-up time will start from the time the employee returns to the work location or where clean-up facilities are available.

SECTION K MODIFIED WORK SCHEDULES

Department of Labor & Economic Growth (DLEG) Bureaus may adopt a modified work schedule program for MSEA members, based upon operational needs.

I. Definitions

- A. Work schedules are defined as an employee's assigned hours, days of the week, days off, and shift rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.
- B. Modified Work Schedule: An approved work schedule, which maintains eighty (80) hours of work per pay period but is not strictly composed of eight (8) hour workdays.
- C. Core Time: The required hours of work per workday between 8:00 a.m. and 5:00 p.m. Where appropriate, bureaus may establish alternative core time hours.
- D. Non-Exempt Employees: Employees who are eligible to receive overtime under the Civil Service Compensation Plan, and are covered by the Fair Labor Standards Act.
- E. Tardiness: The act of reporting late.
- F. Absenteeism: Failure to be at the prescribed work location during the assigned work schedule without prior supervisory authorization.

II. Conditions

Modified work schedule participation is a privilege granted to employees by the Department of Labor & Economic Growth. Established work schedules will in all cases be in the best interest of the state. Bureaus may elect to either participate in the Modified Work Schedule Program or not. Areas within participating bureaus may be excluded from participating in the Modified Work Schedule Program based on the effective and efficient delivery of services, safety of the employees, energy conservation or discharging of responsibilities assigned to the respective bureau.

A. Employees may request modified work schedules on a voluntary basis. To be eligible to participate in the Modified Work Schedule Program, employees must be full time, have worked for the Department of Labor & Economic Growth for twelve (12) consecutive months, and are in good standing. In instances involving coordination of schedules for training purposes or where an employee has previously worked for the Department of Labor & Economic Growth, the twelve (12) month waiting period may be waived.

MSEA employees have two options available in the Modified Work Schedule Program:

Option I: Nine (9) hours per day for four (4) days, one half day working and one half day off during the workweek.

Option II: Four (4) days at ten (10) hours per day with one (1) day off.

Bureaus may elect to limit employee participation to one option. Where such a limit occurs, the bureau will be responsible for notifying its employees.

B. Employees have the right to remain on traditional (normal) work schedules.

C. Approval and continuation of a modified work schedule shall be at the sole discretion of the Appointing Authority or those delegated to authorize modified work schedules.

D. Employees who are experiencing work performance difficulties, attendance problems, or receive a counseling memo, disciplinary action, or any correctional action may be removed from a modified work schedule.

E. When the Appointing Authority, bureau, commission, division, section, or unit elects to terminate or revise the modified work schedule, one (1) pay period advance notice to the affected employee(s) shall be provided except in instances as outlined in items, D, N, and P.

- 1 F. An employee may elect to terminate their modified work schedule
2 participation provided one pay period advance notice is given to the
3 immediate supervisor. Where an employee has elected to terminate
4 participation in the modified work schedule, they must wait six (6) months
5 before they can sign up again.
6
- 7 G. Employees authorized to work a modified work schedule that are reassigned
8 or transfer to another supervisor must resubmit their request for authorization
9 of participation in a modified work schedule to their new supervisor.
10
- 11 H. Modified work schedules shall include a minimum of thirty-two (32) hours
12 each week of core time. The remaining eight (8) hours of work may be varied
13 provided the employee is not scheduled to work in excess of ten (10) hours
14 per day.
15
- 16 I. When an employee is absent, the absence should be covered with sick or
17 annual leave in the amount equal to the number of hours that the employee
18 had been scheduled to work that day.
19
- 20 J. On paid holidays, only eight (8) hours of pay shall be authorized as holiday
21 payment for eligible employees. Employees working modified schedules shall
22 be required to supplement their scheduled hours with annual leave credits or
23 make alternate scheduling arrangements with prior supervisory approval for
24 the pay period in which the holiday occurs.
25
- 26 K. Eligible non-exempt employees working modified schedules shall only be
27 entitled to daily overtime compensation for those authorized overtime hours in
28 excess of the established modified schedule or work hours for that day.
29
- 30 L. Eligible non-exempt employees shall be compensated for authorized overtime
31 in excess of forty (40) hours in a workweek. This existing overtime regulation
32 cannot be waived. Exempt employees shall not be compensated for time
33 worked in excess of 40 hours in a week, unless it is outside of those hours
34 worked under the modified work schedule and it was previously approved by
35 the Department of Civil Service.
36
- 37 M. Employees shall not be allowed to work during their scheduled lunch period
38 nor shall the fifteen (15) minute rest break(s) be waived in order to meet any
39 established core time requirements. Employees participating in a modified
40 work schedule remain entitled to one (1) fifteen (15) minute rest break in the
41 morning and one (1) fifteen (15) minute rest break in the afternoon.
42
- 43 N. When non-exempt employees working modified schedules are required by
44 management to participate in training or special meetings, existing work
45 schedules may be adjusted in order to permit the employee to attend within a
46 forty (40) hour workweek. Code Two employees shall be notified as soon as

1 administratively possible of adjustment of work hours. Code One employees
2 shall be notified of changes to their work schedule no less than 96 hours prior
3 to the beginning of the pay period to be worked.
4

5 O. Where seasonal workloads are heavy necessitating uniform reporting and
6 quitting time, participation in the program may be temporarily suspended by
7 the bureau.
8

9 P. In emergency situations of an unforeseen nature, the employee's supervisor
10 may unilaterally adjust the employee's work schedule to meet the emergency
11 needs. This is inclusive of calling the employee back to work on their day off.
12 Where such occurs, eligible employees who qualify for over time will be paid
13 overtime according to appropriate regulations.
14

15 Q. The Appointing Authority may modify, waive, delete, add to, or amend any of
16 the existing provisions contained herein.
17

18 **III. Implementation of Guidelines**

19

20 A. Bureaus will determine whether or not they will participate in the modified
21 work schedule program.
22

23 B. Employees must submit a request for participation in the modified work
24 schedule program to their supervisor within thirty calendar days of the start of
25 the program within their bureau.
26

27 C. Consideration for modified work schedule requests will be made on a first
28 come first serve basis. Where conflict exists in scheduling employees who
29 have submitted their requests at the same time, the employee with the most
30 total continuous state service will receive preference on their request.
31 Employees shall submit renewal requests by January 1 of the new year.
32

33 D. Bureaus will be responsible for ensuring that effective and efficient service will
34 be maintained in the use of any approved modified work schedule.
35

36 E. Supervisors will forward all modified work schedule requests through
37 approved administrative procedures within their bureaus, together with their
38 recommendations.
39

40 F. Bureau personnel liaisons will notify the Office of Human Resources of the
41 approval or disapproval of the recommendations of the supervisors.
42

43 G. The Office of Human Resources will be responsible for final approval or
44 disapproval of the request for modified work schedule.
45

1 H. Notice of the final decision will be sent to the bureau personnel liaison who
2 will be responsible for notifying the employee and supervisor.
3
4

5 **ARTICLE 15**

6

7 **SECTION E SCHEDULING OF COMPENSATORY TIME**

8

9 The Department recognizes that Michigan Rehabilitation Services has a current practice
10 of accumulation and use of compensatory time with appropriate supervisory approval.
11 MSEA employees in Michigan Rehabilitation Services shall be allowed to continue the
12 practice of accumulation and use of compensatory time.
13

14 Should these employees accept another position within DLEG, outside of Michigan
15 Rehabilitation Services, that does not have a compensatory time practice, they will no
16 longer be eligible for compensatory time. Upon separation from employment or job
17 change outside of Michigan Rehabilitation Services, that does not use or recognize
18 compensatory time, those employees with existing compensatory credits shall be paid
19 at the employee's current hourly rate.
20

21 **The Following Existing Procedure Shall Be Maintained:**

22

23 Compensatory time credit may be granted in lieu of overtime payments, by mutual
24 agreement between the employee and the employee's supervisor, for those hours
25 worked with supervisory approval in excess of eight (8) hours in a day or forty (40)
26 hours in a week at the rate of one and one-half (1 1/2) hours.
27

28 These hours will be banked in the "compensatory leave" column in the HRMN system
29 with an eighty (80) hour cap and will be used before using annual leave unless the
30 employee is at the annual leave cap. End of fiscal year balances will be carried forward
31 to the next fiscal year. When the Employer does not permit the employee to use
32 accrued compensatory time credits within a six-month time period as specified below,
33 the employee may apply for payment of those hours twice within a fiscal year. For
34 compensatory time credits earned between October 1 and March 30 for which utilization
35 was denied by the Employer, payment may be requested at the beginning of the next
36 pay period. For compensatory time credits earned between April 1 and September 30
37 for which the employer denied utilization, payment may be requested between
38 September 15-30.
39
40

41 **SECTION F OVERTIME**

42

43 For all DLEG Overtime-Eligible MSEA Employees:
44

45 It is the general practice of the Department of Labor and Economic Growth to equalize
46 overtime to the extent possible.

1 The parties understand that overtime sometimes requires a specific individual or group
2 of individuals to perform the overtime work, or that the overtime to be worked is of a
3 short duration. In such situations, overtime will be distributed as equally as practicable
4 to employees who normally perform the work.

5
6 In all circumstances, supervisory approval must be obtained prior to the employee
7 working overtime. When overtime occurs, advance verbal or written notice will be given
8 to employees whenever possible. The parties recognize, however, that situations may
9 arise when advance notice is not possible.

10
11 If problems arise regarding equal distribution of overtime, the maintenance and contents
12 of overtime postings and defining of equalization units may be brought to a
13 Bureau/Office level Labor Management meeting for resolution. The Department agrees
14 that it will make every effort to resolve an equalization problem that is brought to its
15 attention. The union is not precluded from filing a grievance over problem(s) of
16 equalization, whether or not the issue has been discussed at a Labor Management
17 meeting.

18
19 For Michigan Rehabilitation Services, the following procedure shall be maintained:

20
21 Covered employees are entitled to the premium rate of time and one-half (1 1/2) as
22 specified in Article 15, only when they are on an approved work schedule designated by
23 the employer as authorized overtime.

24 25 Voluntary Overtime

26
27 When employee volunteers exceed the overtime opportunity (ies) available, class series
28 overtime rosters will be maintained by local management for the purpose of assuring
29 equal opportunity for available overtime. In this case, voluntary overtime will be offered
30 on a rotation schedule to the most senior (continuous service hours) employee from the
31 appropriate list. If the employee(s) who would be offered overtime on a rotational basis
32 does not have the job skills to perform the overtime assignment, or is inexperienced in
33 regard to the assignment, the local manager will offer overtime to the next most senior
34 worker who would be able to perform the needed assignment.

35
36 The employee who is bypassed for this reason will remain on the top of the rotational
37 roster until they are offered overtime. Employees who refuse a voluntary overtime
38 assignment will lose their position on the overtime roster.

39
40 In cases where employees are needed to work overtime out of their specific class,
41 qualified volunteers will be solicited and arranged on a list, which will be ranked in
42 seniority order. Overtime in this case will be offered on a rotating basis to the most
43 senior volunteer.

1 Mandatory Overtime

2
3 Should mandatory overtime become necessary and this overtime does not require the
4 participation of all employees in a class series, the overtime will be assigned to the least
5 senior employee who has the job skills or experience to handle the assignment. The
6 same rotational roster(s) shall be used for mandatory overtime that is used for voluntary
7 overtime.
8

9 For the Liquor Control Commission and Bureau of Construction Codes and Fire Safety:

10
11 The Department shall prepare an overtime report listing employee names and hours of
12 overtime worked. The report shall be posted at each district or region office and made
13 available to field employees upon request. The overtime report shall be updated
14 quarterly.
15
16

17 **ARTICLE 18**

18
19 **SECTION A 3 UNION REPRESENTATIVES AND JURISDICTIONS**

20
21 MSEA shall be allowed to designate stewards to represent employees at a work
22 location covered by the Agreement. The steward's jurisdictional area is the same as the
23 work location. Where no steward is available at the work location the employee will be
24 represented by: (1) the nearest Steward, Chief Steward, or temporary representative
25 from within the Department as designated by MSEA, and/or (2) by an MSEA staff
26 representative.
27
28

29 **SECTION A 7 DEPARTMENT CAUCUS SPOKESPERSON**

30
31 The jurisdiction of Department caucus spokespersons shall be statewide. The release
32 of the Department caucus spokespersons shall be in the same manner as referenced in
33 Article 18.C.
34
35

36 **SECTION B CHIEF STEWARDS**

37
38 The jurisdiction of the Chief stewards will be their Bureau within the Department. Where
39 no steward is available at the work location, the employee will be represented by: (1)
40 the nearest Steward, Chief Steward or temporary representative from within the
41 Department as designated by MSEA, and/or (2) by an MSEA staff representative.
42
43
44
45

ARTICLE 19

SECTION A LABOR MANAGEMENT MEETINGS

A party requesting a Labor Management meeting shall make the request in writing and attach a proposed agenda listing the specific issues to be discussed. A meeting shall be scheduled within 30-days of the original request for the meeting. Either party may propose in writing the addition of agenda items no less than 7-days before the scheduled meeting date unless there is agreement to waive this time requirement.

The disposition of agenda items will be reduced to writing by both parties and exchanged within 10 working days. The MSEA Department spokesperson/designated representative and the Department representative will both sign the agreed upon version of the minutes of the Labor Management Meeting.

SECTION B NUMBER OF REPRESENTATIVES AT LABOR MANAGEMENT MEETINGS

MSEA will be entitled to up to six (6) representatives at Departmental Level Labor Management meetings who shall travel and attend such meetings, without loss of pay up to a maximum of eight (8) hours. With mutual agreement additional employee representatives may, on a case-by-case basis, attend a scheduled Labor Management meeting if their attendance would be necessary to discuss a specific agenda item without loss of pay.

SECTION C SCHEDULING OF AGENCY OR FACILITY LEVEL LABOR MANAGEMENT MEETINGS

Scheduling of Labor Management meetings at the local level shall be as needed upon request of either party when the issues are not proper subjects for Departmental Level Labor Management Meetings. Such local level meetings shall be limited to no more than six (6) per year.

Where no items are placed on the agenda at least seven (7) calendar days in advance of a scheduled meeting, such meeting need not be held.

SECTION D PAY STATUS OF MSEA REPRESENTATIVES

At Bureau/Office Level Labor Management meetings, MSEA will be entitled to four (4) representatives. Those representatives on administrative leave shall be from that Bureau.

1 At the Division level MSEA will be entitled to two (2) representatives plus the caucus
2 spokesperson. These representatives shall travel and attend such meetings without
3 loss of pay, up to a maximum of eight (8) hours.
4

6 **ARTICLE 22**

8 **SECTION F PROTECTIVE CLOTHING**

10 The following shall be provided within the Department of Labor and Economic Growth:
11

12 The employer will provide two (2) smocks per year to Reproduction Machine Operators
13 should they desire the use of smocks. Smocks are not required apparel by the
14 employer.
15

16 The Department will provide one pair of protective boots, one pair of leather gloves (or
17 an equally protective type) and protective outerwear (raincoat) for those employees
18 assigned to fire investigations in the Liquor Control Commission.
19

20 Lift/Ride Inspectors in the Bureau of Commercial Services will be furnished protective
21 overalls, gloves and cap for summer use. They will be furnished insulated footwear,
22 snowmobile type coveralls, hat and gloves for winter use.
23

24 In the Bureau of Construction Codes and Fire Safety, Bargaining unit members who
25 inspect at construction sites shall receive upon request, a pair of insulated or
26 uninsulated coveralls for protection, such as Carhartt, Dickies or other comparable
27 brand.
28

29 In the Michigan Occupational Safety and Health Administration, Construction Safety
30 Inspectors in the Construction Safety and Health Division and CET Division Onsite
31 Consultation Unit that provide services to the construction industry and Safety
32 Inspectors in the General Industry Safety and Health Division and CET Division Onsite
33 Consultation Unit who inspect sawmills, oil wells, and logging operations shall receive
34 either insulated coveralls or an insulated jacket, like Carhartt, or Dickies, or other
35 comparable brand, when they are exposed to cold and severe weather conditions for a
36 prolonged period of time. Employees shall be reimbursed for this insulated clothing
37 provided they have obtained supervisory approval. Also, employees currently receiving
38 or eligible to receive protective or safety equipment will continue to receive such
39 equipment in accordance with applicable MIOSHA standards.
40

41 In Michigan Rehabilitation Services the types of apparel items shall include, but not be
42 limited to, chemical protective clothing, seasonal protective clothing, hard hats, safety
43 toed shoes or boots, safety glasses, fire suppression and welding protective apparel.
44 Seasonal protective clothing shall include; but not limited to rain suits, gloves of need,
45 insulated coats, insulated pants, and insulated and rubber boots. Replacement
46 seasonal protective clothing shall be on an annual exchange basis as needed. The

1 employer shall meet annually with local MSEA representatives to determine items
2 needing replacement and shall order/purchase such items in a timely manner to assure
3 receipt of the articles by the time they are needed.

4
5 When protective clothing is commonly shared by unit staff, additional items will be made
6 available to accommodate individual sizes. Any items to be shared will be appropriately
7 maintained by the Department.

8
9 Where protective items are required by rules and regulations for a particular job duty, no
10 employee will be required to perform that duty without being provided with those items.

11
12 Any determination of protective items necessary in this agreement will not be
13 considered to be all-inclusive as new regulations may present different needs.

14
15 The Employer will continue to provide protective clothing for Bargaining Unit Members
16 in the Michigan Economic Development Corporation as necessary (i.e., safety helmets
17 with liners; eye protection; hearing protection; rubber, cloth, leather, or canvas gloves;
18 rain poncho with hood).

19
20 Other Bargaining Unit Members will be furnished on an as needed basis, protective
21 clothing and equipment in accordance with MIOSHA standards.

22
23 If problems concerning protective clothing arise and are not resolved at local Labor
24 Management meetings, this issue will be addressed at the Departmental Labor
25 Management meeting.

26
27 Personal protective equipment (PPE) assessments are required by MIOSHA
28 Regulations, Part 33. Equipment determined to be required by personal protective
29 equipment assessment will be provided by the employer. An employee shall use all of
30 the personal protective equipment provided by the employer. The employer shall
31 provide replacement equipment if necessary due to wear and tear on the previous
32 equipment or if the equipment is lost due to the work environment. Otherwise, the
33 employee will pay for replacement of such equipment. (See Appendix A)

34 35 36 **ARTICLE 22**

37 38 **SECTION I CONTAGIOUS DISEASES**

39
40 The Michigan Career and Technical Institute will evaluate and determine whether MSEA
41 employees require protective garments or devices. The specific garments or devices to
42 be provided will be recommended by the Michigan Career And Technical Institute
43 Safety Committee. Those garments and devices needed will be provided by the
44 Employer. MSEA will have the right to appoint one (1) member to the Safety
45 Committee.

1 **SECTION J 2** **HEALTH AND SAFETY COMMITTEE**

2
3
4 The Employer and MSEA agree to establish a Central Health and Safety Committee for
5 the Department of Labor and Economic Growth. It is recognized that Health and Safety
6 issues are appropriate topics for discussion at Labor Management meetings, and may
7 be discussed in that forum initially. If it is necessary to convene the Central Committee
8 at the request of either party because of the need for additional discussion, MSEA may
9 appoint one (1) representative from each bargaining unit who will be on leave without
10 loss of pay while at committee meetings. An initial organizational meeting will be
11 scheduled within 90 days of completion of the secondary negotiations.
12
13
14

15 **ARTICLE 29**

16
17 **TRAINING**

18
19 The Employer shall determine what training is necessary. The Employer agrees to
20 provide such training to enable employees to effectively deal with circumstances
21 normally met on the job.
22

23 Whenever new technology, specialized equipment, or procedures for performing job
24 functions are changed, the Employer agrees to provide instructions or training in order
25 to enable employees to fulfill the job requirements.
26

27 Management will determine what job functions have been changed or altered and
28 provide such training to the employees.
29

30 Civil Service Training Schedules are published quarterly. These schedules are
31 available on the Civil Service website. If an employee does not have access to the
32 schedules through the website, the employee may make a request to review the
33 schedules, and the employer will make them available for review. If the employee
34 wishes to attend a training session, it is the employee's responsibility to submit a written
35 request to their supervisor. Attendance at such training sessions is at the discretion of
36 the employer.
37

38 If the Department requires an employee to attend a training program and/or if the
39 employee is required by the employer to renew registration or certification as a part of
40 continued employment, the employer will pay for such training and/or fees for
41 registration or certification renewal.
42
43
44
45

1 **ARTICLE 35**

2
3 **SECTION A CLOTHING**

4
5 The current Department practices, regarding required wearing apparel and cleaning of
6 garments shall remain in effect.
7

8
9 **SECTION F LOUNGE AND/OR EATING AREAS**

10
11 The Department agrees to maintain separate lounge and/or eating areas where current
12 practice so provides in accordance with all provisions of Article 35, Section F.
13

14
15 **ARTICLE 39**

16
17 **SECTION I SCHEDULING ANNUAL LEAVE**

18
19 A vacation is defined as at least five (5) consecutive days of annual leave usage. In the
20 event more than one employee requests leave on the same day or the same time
21 period, determination shall be made by seniority. Otherwise, the request will be granted
22 on a first come, first served basis.
23

24 When an employee has submitted a written request for annual leave, the supervisor will
25 respond within five (5) workdays of receipt of the written request. If an employee's
26 written request for annual leave is denied, a written explanation for such denial will be
27 provided upon employee request.
28

29 In the event a Bureau requires its employees to submit annual leave requests by a
30 specified date, determination shall be based on seniority.
31

32 The employee may file an appeal directly to step 2 with a request for an expedited
33 answer if a request for annual leave is denied or rescinded or no response has been
34 provided.
35

36
37 **ARTICLE 49**

38
39 **Section D PERMANENT-INTERMITTENT & PART-TIME**

40
41 Layoff of Permanent-Intermittent and Part-Time employees shall be in accordance with
42 Article 12 of the Primary Agreement.
43

1 **RECALL**

2 Permanent-Intermittent and Part-Time employees shall be eligible for recall according to
3 Article 12; except that they shall maintain a right of recall to a Permanent-Intermittent or
4 Part-Time position if they have accepted recall to a full-time position.
5

6 Removal of names from a Permanent-Intermittent or Part-Time list shall be in
7 accordance with Article 12.
8

9 **SCHEDULING**

10 The scheduling of Permanent-Intermittent and Part-Time employees shall according to
11 current practice.
12

13 Upon request Permanent-intermittent employees with status who have worked 2,080
14 hours in a fiscal year, may be placed in a permanent full time position in accordance
15 with the MSEA Collective Bargaining Agreement.
16

17 The Department shall not schedule or furlough a permanent-intermittent employee for
18 the express purpose of avoiding the accumulation of 2,080 consecutive hours of
19 service.
20

APPENDIX A

R. 408.13308 Hazard assessment and equipment selection

Rule 3308

- (1) An employer shall access the workplace to determine if hazards that necessitate the use of personal protective equipment are present or are likely to be present. If the hazards are present or are likely to be present then the employer shall do all of the following:
 - a) Select, and have each affected employee use, the types of personal protective equipment that will protect the affected employee for the hazards identified in the hazard assessment.
 - b) Communicate selection decisions to each affected employee.
 - c) Select the personal protective equipment properly fits each affected employee.
- (2) An employee shall verify that the required workplace hazard assessment has been performed through a written certification which identified the document as a certification of hazard assessment and which specifies all of the following information:
 - a) The workplace evaluated.
 - b) The person who certifies that the evaluation has been performed.
 - c) The date of the hazard assessment.
- (3) Defective or damaged personal protective equipment shall not be used.